



# Request for Proposal 09-X-20270

## For: Fire Protection Equipment and Supplies: Fire Extinguishers & Hoses - Statewide

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	DATE	5:00 PM
<b>Mandatory Pre-bid Conference</b>	N/A	
<b>Mandatory Site Visit</b>	N/A	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	DATE	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<b>Status</b> <input type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<b>Category</b> <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III
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RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey  
Cooperative Purchasing Members

Date: April 14, 2008

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## **NOTICE TO BIDDERS**

### **SET-ASIDE CONTRACTS N.J.S.A. 52:32-17, N.J.A.C. 17:13, 12A:10**

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various Statewide Using Agencies. The purpose of this RFP is to solicit bid proposals for various Fire Protection Equipment and Supplies including Fire Extinguishers and Hoses.

The intent of this RFP is to award contracts to those responsible bidder(s) whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

### **1.2 BACKGROUND**

This is a reprourement of the **Fire Extinguishers, Statewide** term contract, presently due to expire on **September 30, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T0075 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

#### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

#### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### **1.4.5 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.4.6 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the

proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### **1.4.7 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

### **2.0 DEFINITIONS**

#### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.



**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies]**- The entity[ies] for which the Division has issued this RFP.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 General Equipment Specifications**

3.1.1 All equipment supplied is to be new and of the latest design. It is to be of current production, i.e., manufactured within the twelve (12) month period preceding delivery. Discontinued models will not be considered.

3.1.2 Brackets: A hanging bracket/vehicle bracket of U/L approved type is to be furnished with each extinguisher. The type of bracket is indicated on the appropriate bid pricing sheets.

3.1.3 In addition to the equipment specified herein, the unit is to be equipped with all other equipment listed as standard by the manufacturer of the unit.

#### **3.1.4 LABELING**

All fire extinguishers purchased by State Using Agencies are to bear a label reading "Property State of New Jersey" in letters not less than 1/4" high. Said label is to be the pressure sensitive type and is to be affixed securely by the contractor before shipment and must bear the following information:

- A. Manufacturer's name, mailing address and phone number as shown on the Material Safety Data Sheet (MSDS).
- B. Date of manufacture
- C. U/L classification and rating
- D. Operation and recharging instructions
- E. Test pressure of shell

In addition, all the extinguishers shall have attached to it in the form of a label, tag, stencil, or similar manner the following information:

- 1) Contents product name as it appears on the manufacturer's Material Safety Data Sheet (MSDS).
- 2) A listing of the hazardous material identification in accordance with the National Paint and Coatings Association Hazardous Materials Identification Systems (HMIS).
- 3) A list of any hazardous materials, which are in excess of 1.0 percent of the contents.
- 4) A list of each chemical in excess of 5.0 percent of the contents.
- 5) Information as to what is hazardous about the agent in accordance with the Material Safety Data Sheet (MSDS).

#### **3.1.5 MATERIAL SAFETY DATA SHEETS (MSDS)**

Material Safety Data Sheets (MSDS) must be supplied with each fire extinguisher delivered to the Using Agency. Failure to supply this information may result in contract cancellation.

#### **3.2 TECHNICAL SPECIFICATIONS - 2 1/2-GALLON WATER PRESSURIZED EXTINGUISHER- (PRICE LINES 00001 & 00002).**

3.2.1 Extinguishers under this specification are to have a capacity of 2 1/2-gallons of water plus sufficient additional volume for compressed air needed to provide performance in accordance with the standards of Underwriter's Laboratories (U/L) and be rated by U/L with a minimum rating of 2A.

3.2.2 The canister of the extinguisher is to be made of stainless steel and so constructed as to pass hydrostatic test of at least 500 lbs. and must be cylindrical in shape. The canister is to have a minimum fill opening of 1 1/4".

3.2.3 The valve is to be of the lever operated seat type design so that the unit can be operated in an upright position, and must have a squeeze or grip type operating handle with a siphon tube running from said valve to the bottom of the canister. The valve assembly is to incorporate an air intake valve, which can be operated without the use of other attachments.

3.2.4 The valve is to be equipped with a pressure gauge having a range of approximately twice the normal charging pressure, and the operable range is to be denoted on the pressure gauge by some contrasting color or marking.

3.2.5 A locking pin is to be provided to prevent inadvertent operating of the valve, and a plastic seal is to be furnished with each extinguisher to secure the locking pin in place.

3.2.6 The extinguisher shall also be equipped with a built-in corrosion arrester or with proper materials so as to prevent premature corrosion.

3.2.7 The extinguisher is subject to tests by the State of New Jersey and the requirements of the Division of Fire Safety as to the character and quality applicable for State use.

### **3.3 TECHNICAL SPECIFICATIONS - CLASS B - C EXTINGUISHERS (PRICE LINES 00003-00010; PRICE LINES 00017 - 00024)**

3.3.1 Carbon dioxide extinguishers under this specification are to be U/L approved and are to have minimum ratings based on the following requirements of N.F.P.A. Standard #10:  
**(Price Lines 00003-00010)**

2 ½ TO 5 LB.	1 TO 5 B:C
10 TO 15 LB.	2 TO 10 B:C
20 LB.	10 B:C

3.3.2 Dry chemical extinguisher - Triplex under this specification are to have a capacity and minimum U/L rating based on the following requirements of N.F.P.A. Standard #10:  
**(Price Lines 00017- 00024)**

1 to 5 lb	1 to 5 A	and	2 to 10	-B:C
2 1/2 to 9 lb	1 to 4 A	and	10 to 40	-B:C
9 to 17 lb	2 to 20 A	and	10 to 80	-B:C
17 to 30 lb	3 to 20 A	and	30 to 120	-B:C

3.3.3 The cylinder is to be made of steel or stainless steel in accordance with applicable I.C.C. specifications, or is to be tested to a minimum of 500 lbs. and be so marked.

3.3.4 The dry chemical extinguishers under this specification are to be of the pressurized type, using dry nitrogen or compressed air as the expellant charge. These units are to have a fill opening of at least 1 inch, except on the 2 1/2 lb. units, which may have a fill opening of 1/2 inch.

3.3.5 The valve is to be of the lever operated seat type design so that the unit can be operated in an upright position and is to have a squeeze or grip type operating handle with a siphon tube running from said valve to the bottom of the cylinder. The valve or hose assembly is to have a small orifice for the discharge of the dry chemical powder.

3.3.6 The valve on the dry chemical extinguishers is to be equipped with a pressure gauge having a range of approximately twice the normal charging pressure, and the operable range shall be denoted on the pressure gauge by some contrasting color or marking on the various sizes identified on the bid proposal pricing sheets, with the exception of the 2 1/2 lb. units that may be equipped with a disposable recharge cylinder incorporating a pressure indicating device in the cylinder.

3.3.7 A locking pin is to be provided to prevent inadvertent operating of the valve except on the 2 1/2 lb. units which are to be equipped with a locking handle to prevent inadvertent operation. A plastic seal is to be furnished with on each extinguisher to secure the locking pin or device in place.

3.3.8 The dry chemical compound for the dry chemical extinguishers is to be composed of primarily ammonium phosphate with material added for water repellence and a free flowing characteristic.

3.3.9 All units are to be delivered fully charged.

3.3.10 The extinguishers are subject to tests by the State of New Jersey and the requirements of the Division of Fire Safety as to the character and quality applicable for State use.

#### **3.4 TECHNICAL SPECIFICATION - DRY CHEMICAL EXTINGUISHERS - PURPLE "K" (PRICE LINES 00011 – 00016)**

3.4.1 Extinguishers under this specification are to have a capacity and minimum U/L rating as follows:

2 TO 5 LB.	5 TO 30- B:C
5 1/2 TO 10 LB.	10 TO 80- B:C
16 TO 30 LB.	40 TO 120- B:C

3.4.2 The cylinder is to be made of steel in accordance with applicable I.C.C. specifications or is to be tested to a minimum of 500 lbs. and be so marked.

3.4.3 Extinguishers are to be of the pressurized type, using dry nitrogen or compressed air as the expellant charge. This unit is to have a fill opening of at least 1" except on the 2 1/2 lb. units, which may have a fill opening of 1/2".

3.4.4 The valve is to be of the lever operated seat type design so that the unit can be operated in an upright position and is to have a squeeze or grip type operating handle with a siphon tube running from said valve to bottom of the cylinder. The valve or hose assembly is to have a small orifice for the discharge of the dry chemical powder.

3.4.5 A hook suitable arrangement is to be permanently affixed to the back of the cylinder or valve so as to facilitate hanging of the unit on a flat wall surface except on the 2 1/2 lb. or 5 lb. unit, which may come equipped with a bracket for wall attachment.

3.4.6 The valve is to be equipped with a pressure gauge having a range of approximately twice the normal charging pressure, and the operable range is to be denoted by some contrasting color or marking on 5 lb., 10 lb., and 20 lb. units. The 2 1/2 lb. unit may be equipped with a disposable recharge cylinder incorporating a pressure-indicating device in the cylinder.

3.4.7 A locking pin is to be provided to prevent inadvertent operating of valve except on the 2 1/2 lb. unit which is to be equipped with a locking handle to prevent inadvertent operation.

3.4.8 The dry chemical compound is to be composed of primarily potassium bicarbonate with materials added for water repellence and a free flowing characteristic. All units are to be delivered fully charged.

3.4.9 The extinguisher is subject to tests by the State of New Jersey and the requirements of the Division of Fire Safety as to character and quality applicable for State use.

**3.5 TECHNICAL SPECIFICATIONS - DRY CHEMICAL EXTINGUISHERS - SODIUM BICARBONATE-MANDATORY FOR KITCHEN AREAS. (PRICE LINES 00025 – 00031)**

3.5.1 Extinguishers under this RFP are to have a capacity and minimum U/L rating as follows:

1 to 2 1/2 LB.	2 to 10-B:C
2 3/4 TO 5 LB.	5 to 20-B:C
6 to 30 LB.	10 to 160-B:C

3.5.2 The cylinder is to be made of steel in accordance with applicable I.C.C. specifications or is to be tested to a minimum of 500 lbs. and be so marked.

3.5.3 Extinguishers are to be of the pressurized type, using dry nitrogen or compressed air as the expellant charge. This unit is to have a fill opening of at least 1", except on the 2 1/2 lb. Units that may have a fill opening of 1/2 inch.

3.5.4 The valve is to be of the lever operated seat type design so that the unit can be operated in an upright position and is to have a squeeze or grip type operating handle with a siphon tube running from said valve to bottom of the cylinder. The valve or hose assembly is to have a small orifice for the discharge of the dry chemical powder.

3.5.5 A hook suitable arrangement is to be permanently affixed to the back of the cylinder or valve so as to facilitate hanging of the unit on a flat wall surface except on the 2 1/2 lb. and 5 lb. unit, which may come equipped with a bracket for wall attachment.

3.5.6 The valve is to be equipped with a pressure gauge having a range of approximately twice the normal charging pressure, and the operable range is to be denoted by some contrasting color or marking on 2 1/2 lb., 5 lb., 10 lb., and 20 lb. units.

3.5.7 A locking pin is to be provided to prevent inadvertent operating of valve.

3.5.8 The dry chemical compound is to be composed of primarily sodium bicarbonate with materials added for water repellence and a free flowing characteristic. All units are to be delivered fully charged.

3.5.9 The extinguisher is subject to tests by the State of New Jersey and the requirements of the Division of Fire Safety as to character and quality applicable for State use.

**3.6 TECHNICAL SPECIFICATIONS – WET CHEMICAL , CLASS K (COOKING MEDIA) EXTINGUISHERS (PRICE LINES 00032 – 00033)**

Class K fire extinguishers are for fires involving cooking media (fats, grease, and oils) in commercial cooking such as restaurants. These fire extinguishers work on the principal of saponification. Saponification takes places when the alkaline mixtures such as potassium acetate, potassium citrate or potassium carbonate are applied to burning cooking oil or fat. The

alkaline mixture combined with the fatty acid creates a soapy foam on the surface which holds in the vapors and steam and extinguishes the fire. The extinguishers are identified by the letter K and must meet NFPA -10 Class K Standard.

3.6.1 Class K Extinguishers under this RFP are to have a capacity and minimum U/L rating as follows:

2 ½ gallons - UL K  
6 liters - UL K

3.6.2 The cylinder is to be made of steel / stainless steel in accordance with applicable I.C.C. specifications or is to be tested to a minimum of 500 lbs. and be so marked.

3.6.3 Extinguishers are to be of the pressurized type.

3.6.4 The valve is to be of the lever operated seat type design so that the unit can be operated in an upright position and is to have a squeeze or grip type operating handle with a siphon tube running from said valve to bottom of the cylinder. The valve or hose assembly is to have a small orifice for the discharge of the wet chemical.

3.6.5 A hook suitable arrangement is to be permanently affixed to the back of the cylinder or valve so as to facilitate hanging of the unit on a flat wall surface..

3.6.6 The valve is to be equipped with a pressure gauge having a range of approximately twice the normal charging pressure, and the operable range is to be denoted by some contrasting color or marking.

3.6.7 A locking pin is to be provided to prevent inadvertent operating of valve.

3.6.8 The wet chemical compound is to be composed of primarily Potassium acetate, potassium citrate or potassium carbonate. All units are to be delivered fully charged.

3.6.9 The extinguisher is subject to tests by the State of New Jersey and the requirements of the Division of Fire Safety as to character and quality applicable for State use.

### **3.7 TECHNICAL SPECIFICATIONS FOR AQUEOUS FILM FORMING FOAM FIRE EXTINGUISHER (CLASS B) (PRICE LINES 00034 – 00035)**

The portable AFFF portable fire extinguisher is to be a stainless steel cylinder that stores a premixed solution of AFFF concentrate and fresh water. It is pressurized with air at 100 PSI at 70 degrees Fahrenheit.

3.7.1 AFFF Extinguishers under this RFP are to have a capacity and minimum U/L rating as follows:

6 liters - 1A - 10 B  
2 ½ gallons - 1A – 20B

3.7.2 The cylinder is to be made of stainless steel in accordance with applicable I.C.C. specifications or is to be tested to a minimum of 500 lbs. and be so marked.

3.7.3 Extinguishers are to be of the pressurized type. All units are to be delivered fully charged.

3.7.4 The valve is to be of the lever operated seat type design so that the unit can be operated in an upright position and is to have a squeeze or grip type operating handle with a siphon tube running from said valve to bottom of the cylinder. The valve or hose assembly is to have a small orifice for the discharge of the foam solution.

3.7.5 A hook suitable arrangement is to be permanently affixed to the back of the cylinder or valve so as to facilitate hanging of the unit on a flat wall surface.

3.7.6 The valve is to be equipped with a pressure gauge having a range of approximately twice the normal charging pressure, and the operable range is to be denoted by some contrasting color or marking.

3.7.7 A locking pin is to be provided to prevent inadvertent operating of valve.

3.7.8 The extinguisher is subject to tests by the State of New Jersey and the requirements of the Division of Fire Safety as to character and quality applicable for State use.

### **3.8 HOSE, RACK TYPE WITH NOZZLE (PRICE LINE ITEMS 00036 TO 00038)**

The bidder(s) are to indicate the brand offered on the appropriate price line and to certify pressure testing to 250 PSIG and that the hose assembly meets NFPA and/or OSHA standards. Proof of pressure testing certification and compliance with NFPA and/or OSHA must be supplied within five (5) days of either verbal or written request by the State. Failure to submit certification and compliance within the timeframe stated will result in the bid proposal being considered non-responsive.

Bidders must offer pricing on the following approved brands of hoses: Imperial, National Fire Hose and Niedner. Any other brands bid will be rejected.

#### **3.8.1 HOSE**

The hose is to be 1 1/2" (nominal) in diameter.

The hose is to be single-jacketed and capable of withstanding a 400 lb. test without rupture or incident.

The hose is to fit foot for foot in the same space as unlined or lined and the manufacturer shall provide certification that the hose furnished has been tested and is in compliance with or exceeds FM or UL standards.

The hose is to be fully lined and bonded 360 degrees to the jacket.

The lining is to be made of properly vulcanized natural synthetic rubber compound of uniform thickness or an approved equal and is to comply with all tests. The waterway surface of the lining is to be free from pitting or other irregularities or imperfections.

The hose jacket is to be mildew / mold resistant twisted polyester filament yarn or approved equal.

The hose may not weigh more than 20 lbs/100 feet coupled.

The actual length of the hose is to be determined by the using agency's requirements.

#### **3.8.2 COUPLING**

The coupling is to be made of dropped forged brass with locker lugs or an approved equal.

The coupling is to be FM or UL approved and meet the NFPA standard and all updates.

### **3.8.3 NOZZLE**

The nozzle is to be made of molded polycarbonate or an approved equal.

The weight of the nozzle may not exceed 12 ounces.

The nozzle is to be FM or UL approved.

The nozzle is to be capable of a 150-degree water curtain, up to 130 fog, straight stream and shut off.

The nozzle and the male coupling are to be epoxied and assembled by the supplier / manufacturer to withstand separation under normal handling conditions.

## **3.9 HEAVY DUTY VEHICLE HANGER – ACCESSORY PARTS (PRICE LINE 00039)**

3.9.1 A Heavy Duty Vehicle Bracket (Kidde Model # 366242 or approved equal) for use as a replacement for light duty vehicle brackets currently in use.

3.9.2 To fit three (3) standard sizes: 5lb, 10lb, & 20lb;  
Fire extinguisher cylinder diameters of 4 7/8"-5 5/8".

## **3.10 DELIVERY**

3.10.1 Each unit delivered is to be completely assembled, thoroughly serviced, MSDS sheet included and ready for use when delivered to the Using Agency.

3.10.2 The contractor is to supply a complete shop repair manual and parts manual at no additional cost to the State, and to provide operating instructions at the time of delivery.

3.10.3 Delivery is thirty - (30) days after receipt of order.

## **3.11 INSTALLATION SUPERVISION**

Upon completion of a new State building or facility where the amount of the purchase order for fire extinguishers for said building or facility exceeds \$500.00, the contractor may be required to provide personnel to supervise installation of all extinguishers included in the purchase order at no additional cost to the State.

## **3.12 PACKAGING AND SHIPPING**

Packaging for shipment must protect the product adequately and permit safe delivery of equipment.

Shipping cases or containers are to be marked to show the name of the supplier, name and address of receiving agency, and agency purchase order number.

## **3.13 WARRANTY**



All units are to carry the manufacturer's standard warranty and/or guarantee. This warranty and/or guarantee must accompany the unit when delivered. The bidder is to state the warranty and/or guarantee on bid sheet for each item.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09-x20270.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 BID PROPOSAL CONTENT**

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

##### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>.

#### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>.

##### **4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS**

This is a Set-Aside Contract for **Category I, II, or III** for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

\*\*\*\*\*IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.\*\*\*\*\*

#### **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.**

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>.

#### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>.

#### **4.4.4 SUBMITTALS**

##### **4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS**

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>.

##### **4.4.4.2 SAMPLES/SAMPLE TESTING**

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for fire extinguisher brands **for pricing lines 00001-00035** and hose brands for **pricing lines 00036-00038** and accessory brackets **price line 00039** for evaluation and testing purposes are to be made available at no charge and delivered to **New Jersey Division of Fire Safety, Trenton, NJ, Attn: Chris Eckert, Supervisor** at the bidder's expense. The bidder must, within **(10)** working days following a request from the State, submit bid samples to the New Jersey Division of Fire Safety. Bid samples will not be returned. The New Jersey Division of Fire Safety will conduct laboratory tests to assure that the bid samples submitted all **pricing lines 00001 - 00039** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for pricing lines 00001 - 00039**. The testing results of the State are final.

- Failure to supply sample of the fire extinguisher unit or the hose within this ten working (10) day period will result in the rejection of its bid proposal.
- If a sample of a hose is requested by the Purchase Bureau for testing, (price lines 00036 – 00038) a fifty (50) foot test sample will be given a hydrostatic test at 400 lbs. pressure for five (5) minutes. If the bid sample does not meet the requirements of the hydrostatic test, the bid proposal will be rejected for all price lines for hoses of the tested make and model for that bidder only.

#### **4.4.5 FINANCIAL CAPABILITY OF THE BIDDER**

**Upon request**, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the

bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

#### **4.4.6 PRICING**

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### **4.4.7 COOPERATIVE PURCHASING**

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners

#### **4.4.8 PRICE SHEETING INSTRUCTIONS**

4.4.8.1 Bidders may choose to bid any one or more types of fire extinguishers and fire hoses as listed on price lines 00001 – 00039.

4.4.8.2 Bidders must provide all information requested for all type fire extinguishers and hoses on the price lines 00001 to 00039 including but not limited to:

- Mfg. Name
- Model #
- Warranty period
- Certification of pressure test

4.4.8.3 Bidders must only submit prices for approved manufacturer brands for hose and fittings for price lines 00036 to 00038, No other manufacturer brands for hoses will be accepted.

### **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

#### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

## **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x29270.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

## **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

## **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

## **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## **5.6 ITEMS ORDERED AND DELIVERED**

The **Using Agencies** are authorized to order and **the contractors** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## **5.9 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## **5.10 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20270.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all

purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

#### **5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract

or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

## **7.0 CONTRACT AWARD**



## **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

#### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed “reportable” under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

#### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.